

Exhibit E

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE: CENTURYLINK SALES
PRACTICES AND SECURITIES
LITIGATION

MDL No. 17-2795 (MJD/KMM)

**DECLARATION OF ROBERT
MATTHEWS**

This Document Relates to:

| | |
|---------------|---------------|
| 0:17-cv-02832 | 0:17-cv-04943 |
| 0:17-cv-04613 | 0:17-cv-04944 |
| 0:17-cv-04614 | 0:17-cv-04945 |
| 0:17-cv-04615 | 0:17-cv-04947 |
| 0:17-cv-04616 | 0:17-cv-05046 |
| 0:17-cv-04617 | 0:18-cv-01562 |
| 0:17-cv-04618 | 0:18-cv-01572 |
| 0:17-cv-04619 | 0:18-cv-01573 |
| 0:17-cv-04622 | 0:18-cv-01565 |

I, Robert Matthews, am over the age of 18, make this declaration based on my own personal knowledge, and am competent to testify to the matters contained herein if called upon to do so.

1. I am an Analyst II with CenturyLink's Customer Advocacy Group ("CAG"). My responsibilities include investigating and responding to customer disputes, including those relating to sales and billing issues.
2. I am a current CenturyLink service subscriber.
3. I am aware of attorney advertising seeking to solicit and engage CenturyLink customers to pursue arbitrations against CenturyLink for alleged overbilling claims.

4. Specifically, I am aware of the solicitation and engagement process supported by the following website:

<http://attorney.centurylinkoverbillingclaims.com/sign-up>.

5. On January 6, 2020, I interacted with the forms served on that website and submitted truthful responses to those questions that required input before proceeding.

6. The website featured a link labeled “Sign Up for a Claim to Recover Money.” When I clicked on that link it led to the form shown in Exhibit 1.

7. The form shown in Exhibit 1 asks for basic contact information and features two questions, “Did CenturyLink bill you more than they first quoted you?” and “Did CenturyLink ever bill you for services you never requested?”

8. The form shown in Exhibit 1 also features a link in the bottom right-hand corner called “terms and conditions.” That link directed me to a page listing the “terms and conditions” shown in Exhibit 2.

9. I filled out the form shown in Exhibit 1 truthfully by selecting the appropriate drop-down options in response to the two questions, indicating that I was not overbilled for the price CenturyLink quoted me or for services I did not order.

10. After submitting that form, I received the “thank you” message shown in Exhibit 3.

11. Shortly after receiving the “thank you” message, I received text message from 661-219-7637, which read as follows:

Hi Robert,

This is Jeremy Troxel, one of the attorneys helping CenturyLink customers get compensation. Please feel free to text or call this number with any questions and we will get back to you as soon as possible. I also included a link to sign your claim document as well:
troxellaw.com/2ZTwDnJ

12. That link directed me to the “Questionnaire & Retainer Agreement” shown in Exhibit 4.

13. I did not fill out any of the questions shown in Exhibit 4, although some responses were pre-filled as shown in Exhibit 4. I also did not sign the accompanying Retainer Agreement in Exhibit 4. Further, I did not respond to the text message I received or otherwise communicate with any attorney affiliated with this website.

Dated: January 6, 2020

I hereby declare under the penalty of perjury
that the foregoing is true and correct



Robert Matthews

Exhibit 1

First Name *

Last Name *

Email *

Phone *

Did CenturyLink bill you more than
they first quoted you? *

Did CenturyLink ever bill you for
services you never requested? *

Sign Up for a Claim

We may follow up with you by phone and text pursuant to
our [privacy policy](#). By signing up, you agree to our [terms and
conditions](#).

contracts.

Exhibit 2

Troxel
Law LLP

Attorney Advertising

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. ALL CONTENT AND SERVICES ON THE SITE IS PROVIDED SOLELY ON AN "AS-IS/AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY THAT (i) THE CONTENT AND SERVICE OF THIS SITE WILL MEET YOUR REQUIREMENTS, (ii) THE CONTENT AND SERVICE OF THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE IS ACCURATE OR WILL MEET YOUR EXPECTATIONS.

WE DO NOT GUARANTY THE ACCURACY OR COMPLETENESS OF ANY CONTENTOR SERVICES AND WE DO NOT GUARANTY IN ANY SERVICES OR GOODS ASSOCIATED WITH THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY SERVICE OR GOOD WILL CONTINUE TO BE AVAILABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

Exclusions and Limitations

THE ABOVE EXCLUSIONS OF WARRANTIES AND LIMITATIONS OR EXCLUSIONS OF LIABILITY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Entire Agreement

This agreement constitutes the entire agreement between you and us and governs your use of the Site, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third-party content or third-party software.

The section titles in this agreement are for convenience only and have no legal or contractual effect.

Waiver and Severability Terms

Our failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of the agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the agreement shall remain in full force and effect.

Statute of Limitation

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site, this agreement and/or the relationship between you and us must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Ethics Notice

If you are an attorney participating in any aspect of this Site, you acknowledge that rules of professional conduct apply to all aspects of your participation and that you will abide by such rules. The rules include, but are not limited to, the rules relating to advertising, solicitation of clients, unauthorized practice of law, and misrepresentations of fact. We disclaim all responsibility for your compliance with these rules.

Nature of Investigations and Allegations

This Site may describe companies that are currently being investigated by private attorneys or have been subject to lawsuits or other allegations of misconduct by the companies. The fact that these companies are being investigated or have been subject to lawsuits or allegations of misconduct does not mean to state or imply that they have in fact committed any illegal or improper act.

YOUR CALIFORNIA PRIVACY RIGHTS

A business subject to California Civil Code Section 1798.83 is required to disclose to its California customers, upon request, the identity of any third parties to whom it has disclosed personal information within the previous calendar year for the third parties' direct marketing purposes, along with the type of personal information disclosed.

If you are a California resident and would like to make such a request, please submit your request in writing to info@TroxelLaw.com

PRIVACY POLICY

Troxel Law, LLP is committed to protecting your privacy. Please read the following Privacy Policy to understand how your personal information will be treated as you use this website. When you use this website, you consent to the use of your personal information by the companies in the manner specified in this Privacy Policy. This policy may change periodically, so please check back from time to time. The date of the last update to this Privacy Policy was April 28, 2019. By using this site, you agree to the terms of this policy. Any changes will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified and your continued use of the this website after the effective date of the revised Privacy Policy will constitute your consent to those changes.

Note: If you are under 18 years old or reside in a country other than the United States of America, you may not use this site.

Information We Collect Automatically

As with most websites, if you visit our website to browse, read, or download information:

Your web browser automatically sends us (and we may retain) information such as the:

Internet domain through which you access the Internet (e.g., yourServiceProvider.com if you use a commercial Internet service provider, or yourSchool.edu if you use an Internet account from your school);

Internet Protocol address of the computer you are using;

Type of browser software and operating system you are using;

Date and time you access our site; and

The Internet address of the site from which you linked directly to our site.

We will use this information as aggregate data to help us maintain this site, e.g., to determine the number of visitors to different sections of our site, to ensure the site is working properly, and to help us make our site more accessible and useful.

We will not use this information to identify individuals, except for site security, to follow up with you directly regarding the subjects addressed on this Site, or law enforcement purposes.

We will not obtain personally identifying information about you when you visit our site, unless you choose to provide such information.

Other Information We Collect

If you choose to identify yourself (or otherwise provide us with personal information) when you use our online forms:

We will collect (and may retain) any personally identifying information, such as your name, street address, email address, and phone number, and any other information you provide. We will use this information to try to fulfill your request and may use it provide you with additional information at a later time. We will not disclose such information to third parties, except as specified in this privacy policy.

If you request information, services, or assistance, we may disclose your personal information to those third parties, including affiliated counsel, who (in our judgment) are appropriate in order to fulfill your request. If, when you provide us with such

information, you specify that you do not want us to disclose the information to third parties, we will honor your request. Note, however, that if you do not provide such information, it may be impossible for us to refer, respond to or fulfill your request.

If your communication relates to a law enforcement matter, we may disclose the information to law enforcement agencies that we deem appropriate.

If you wish to request or provide changes to the personal information you have provided to us, please send an email with "Personal Information Request Change" in the subject line to info@TroxelLaw.com

How Long We Keep Information

We may keep information that we collect for as long as we determine is reasonably necessary.

How We Protect Your Information

How we protect your information: We only disclose personally identifiable information about individual users in accordance with this Privacy Policy and our Terms and Conditions, or when we have a good-faith belief that such action is necessary to comply with applicable laws, valid legal process, a court order, a current judicial proceeding, or to protect our rights or property. We also disclose personally identifiable individual information and the other information you provide us to lawyers or law firms with whom we are affiliated and who are interested in determining whether your submission could form the basis of a lawsuit or entitle you to relief under a pending lawsuit. Such lawyers or law firms agree to keep your information confidential and agree not to share it with any third party without your express permission. We may also provide aggregate statistical information (such as the city or state you live in) to third parties to describe our services to prospective partners, advertisers, and other third parties, and for other lawful purposes. We will not, however, disclose any personally identifiable information to these parties.

Please keep in mind that whenever you voluntarily disclose personal information online – for example on message boards, through e-mail, or in chat areas – that information can be collected and used by others. We do not, however, include any personally identifiable information on our message boards unless you specifically include it in the content of your posting. If you are an attorney submitting information, we will not disclose any information to any third party without your express permission.

Security

Please note that electronic communication, particularly email, is not necessarily secure against interception. Please do not send sensitive data (e.g., Social Security, bank account, or credit card numbers) by email or web form.

Cookies

We may use cookies in order to customize this site for return visitors. These cookies are not required for site functionality. Additionally, third-party widgets may install cookies depending on their configuration. You are not required to accept any cookies to use this site.

Google Analytics

We may use a tool called "Google Analytics" to collect information about use of this site. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics only to improve this site. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name or other identifying information. We do not use Google Analytics to collect personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this site, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser.

Express Written Consent to Receive Text

Messages and Automated Calls

You provide us and our designees and agents your express permission and authorization to send text messages and automated calls to the number or numbers you provide to us or our agents during the intake process and thereafter. You represent that you are the

subscriber of those numbers and have the authority to give such consent. By executing this agreement, you authorize us to deliver or cause to be delivered to you telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice. You may revoke this consent at any time while speaking to us or our agents, by sending an email with "TCPA Consent Revocation" in the subject line to info@TroxelLaw.com, or by mail sent to Troxel Law, LLP, 195 Montague St., 14th Floor, Brooklyn, NY 11201. You further understand that you are not required to consent to receipt of calls or text messages containing an artificial or prerecorded voice or sent using an automatic telephone dialing system in order to engage Troxel Law, LLP as your attorney.

How We Respond to "Do Not Track Signals"

Note that your browser settings may allow you to automatically transmit a "Do Not Track" signal to websites and online services you visit. Troxel Law's websites honor when they receive a "Do Not Track" request from a visitor's browser.

Other Privacy Matters

Information From Children: The Companies do not direct their websites to children under thirteen (13) years of age. Individuals under eighteen (18) should not use this website.

Monitoring, Enforcement, and Legal Requests: The Companies are not obligated to monitor this website or its use, or to retain the content of any user session. However, the Companies reserve the right at all times to monitor, review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to cooperate with law enforcement and other authorities in investigating a claim of illegal activity. We may use IP addresses to identify a user when we feel it is necessary to protect our service, website, clients, potential clients, or others.

Other Websites: Except as otherwise expressly discussed in this Privacy Policy, this policy only addresses the Companies' use and disclosure of information we collect from you. To the extent that you disclose personal information to other websites, you are subject to the privacy customs and policies of those other sites. We encourage you to ask questions before you disclose any personal information.

Transmission Errors or Unauthorized Acts: No data transmission over the Internet can be guaranteed to be 100 percent secure. While we strive to protect your personal information, the Companies cannot ensure or warrant the security of any information you transmit to us or any information provided online, and you do so at your own risk. The Companies will not be liable for disclosures of your personal information due to errors in transmission or unauthorized acts of third parties. Once we receive your transmission, we will do our best to ensure its security on our systems by making reasonable efforts to protect the information.

Security: Any information provided to the Companies is treated with care and discretion. The Companies will take a proactive approach to ensure the information is kept private and is not misused.

Questions About Website Privacy Policy

We pursue a full-disclosure approach to responsibly care for the information you have entrusted with us, and we depend on information sharing as our principal means to best serve you. We will continually monitor feedback and seek to improve our services to meet your needs. If you have any questions about this Privacy Policy or the practices of this website, or if you would like to provide comments, please contact us using our online forms, by telephone at (312) 356-3200, by email info@TroxelLaw.com or by regular mail at Troxel Law, LLP, 195 Montague St., 14th Floor, Brooklyn NY, 11201.

CLIENT PRIVACY POLICY

Privacy Policy Notice. We value our clients' privacy and attempt to protect the confidentiality of the personal information clients have given us to the extent practicable. Under federal law, attorneys, like other professionals who advise clients on personal financial matters, are required to inform their clients of their policies regarding privacy of client information. In addition to the document security measures described above, we are bound by professional standards of confidentiality found in Rule 1.6 of the New York Rules of Professional Conduct, which are even more stringent than those required by federal law. Non-lawyer assistants

we engage to assist us on matters, and who work under our supervision, are likewise bound and, as noted above, are required to review, confirm their understanding of, and adhere to our office's policies regarding ethics, confidentiality and privilege.

In the course of providing our clients advice concerning income and other taxes, estate and personal financial planning, employment questions and personal debt issues, we may receive significant nonpublic personal financial information from our clients. All information that we receive from you is held in confidence, and is not released to people outside of our supervision, except as agreed to by you, or as required under an applicable law or under the New York Rules of Professional Conduct.

We retain records relating to professional services that we provide so that we are better able to assist you with your personal needs and, in some cases, to comply with professional guidelines. In order to guard your privacy, we restrict access to nonpublic personal information about only to those who need to know that information to provide services to you or on your behalf.

Troxel Law, LLP

195 Montague St., 14th Floor, Brooklyn, NY 11201.

Phone: (312) 356-3200 Email: info@TroxelLaw.com

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) INVALID DESTINATIONS, TRANSMISSION ERRORS, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; (v) YOUR FAILURE TO RECEIVE ANY THIRD PARTY SERVICES OR PRODUCTS REQUESTED THROUGH THE SITE OR (vi) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT ARE WE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU TO US FOR THE SERVICES IN QUESTION, IF ANY.

Exhibit 3

Thank you for signing up, we have sent your claim agreement to your email.

If you have any questions, please contact us at:
attorneys@centurylinkclaims.com or feel free to
call (800) 597-9765

Exhibit 4

Troxel
Law LLP

Keller | Lenkner

CenturyLink Overbilling Compensation Claims

Dear Robert

Thank you for the opportunity to represent you in getting compensation for CenturyLink's overbilling practices. We take this responsibility seriously and will do our best to help you receive fair compensation.

The following documents are a questionnaire and our representation agreement. This agreement explains the scope of the work we will do as your attorneys.

If you have any questions or experience any difficulties completing this document, feel free to email us at:

attorneys@centurylinkclaims.com. Or you can call our office at (800) 597-9765.

Best regards,



Jeremy Troxel
Founding Partner
Troxel Law, LLP
Jeremy@centurylinkclaims.com

About Your Legal Team-

Keller Lenkner LLC - Keller Lenkner is a law firm located in Chicago that represents consumers, employees, investors, and other plaintiffs in complex litigation across the country. You can learn more at www.kellerlenkner.com.

Troxel Law LLP - Troxel Law and its founder Jeremy Troxel represent injured consumers, employees, patients and other plaintiffs all over the United States. Troxel Law is currently building out its website. You can learn more about Jeremy at the website of his other law firm, Troxel, Krauss & Chapman, located at tkclaw.com.

CenturyLink Overbilling Compensation Questions

To help us with your claim, please answer the below questions to the best of your ability. Once you have completed everything a copy will be sent to your email.

Overbilling Questions

What was the monthly price you were quoted when you signed up for service with CenturyLink?

\$

On average, what was your actual monthly bill after you signed up?

\$

Did you wind up paying that higher price?

Yes

Was any of this increase based on extra services you requested after signing up?

No

How much?

\$

For how many months did you pay the higher price?

When was the last time that you paid the higher price?

Did CenturyLink place a negative report on your credit because of the overcharges?

Yes

Customer Service Questions

Did you complain to CenturyLink about these overcharges?

Yes

Did CenturyLink refund your money?

No

Informational Questions

The answers to these questions are essential because they allow us to keep in touch with you and, eventually, will allow CenturyLink to find your account records and determine how much they owe you.

What is your date of birth?

What is your current address?

Street:

City:

States: Zip:

What is the name associated with your CenturyLink account?

What is the phone number associated with your CenturyLink account?

Was the address associated with your CenturyLink account the same as your current address?

Yes

What is the address associated with your CenturyLink account?

Street:

City:

States: Zip:

Have you previously consulted with or hired another lawyer to bring a legal claim against CenturyLink?

No

Please review the answers to the questions above. When you are done, please press the "Confirm" button below.

CenturyLink Compensation Claims Retainer Agreement

This agreement is between you, the client, on the one hand, and, on the other, Keller Lenkner LLC and Troxel Law LLP, the attorneys or us.

1. Scope of Representation

We will represent you to the best of our ability and comply with all professional standards of competence and integrity.

We agree to represent you in investigating and, if appropriate in the attorneys' opinion, filing an individual arbitration asserting consumer fraud and/or related claims against CenturyLink, Inc. and, if appropriate, its subsidiaries or affiliates (collectively, the "Company").

The attorneys shall have no obligation to represent you in any other matter, and no obligation to handle any appeal of any decision in this matter. If we think it will help reach a successful resolution of your claims, we may also pursue resolution of your claims outside of or before initiating arbitration, including in court.

2. Attorneys' Fees

You will not owe the attorneys anything unless we are successful in collecting a recovery, payment to you, or settlement for your claim.

You have the right to accept or reject any settlement offer made to you.

Under no circumstances will the attorneys collect an unreasonably large fee.

If your case does not result in a recovery to you, then the attorneys will collect no fee and you will owe nothing. If your case results in a recovery to you, then you will still not have to pay any costs or fees out of your own pocket, but the attorneys will collect a fee from the Company as follows:

If your case resolves before the commencement of an arbitration or court case in which you are a named party, then the attorneys will collect a flat-fee of \$750 in exchange for preparing your claim for filing, making a demand of the Company, and negotiating the resolution. "Commencement" means, for an arbitration, the payment of all filing fees and the appointment of an arbitrator. For a court case, it means the filing of the case with a court. You will never have to pay these fees and costs out of your own pocket. If you win your claim, the law requires the Company to pay you these fees and costs in addition to the damages and penalties the Company owes you. The attorneys will collect these fees from the Company as part of any award or settlement and deduct them from the total recovery as their fee. You will be entitled to retain the full recovery net of this fee. You agree that \$750 is a reasonable fee reflective of the time, effort, expense, and skill the attorneys will put into your case to get it to the point of pre-commencement resolution.

If your case resolves after commencement, then the attorneys will collect a lodestar-based reasonable attorney's fee and recover their litigation costs from the Company under any applicable fee-shifting law. Again, the attorneys will collect this fee from the Company, not from you. "Lodestar" means the amount of money that results when you multiply the attorneys' hourly rates by the number of hours the attorneys' spend on your case. You authorize the attorneys to pursue this fee by asking any court or arbitrator for it and you agree that it will belong to the attorneys.

You acknowledge that this fee is negotiable and is the result of an arm's length transaction between you and the attorneys.

You grant the attorneys a lien to secure payment of the fees and expenses described by this agreement.

Even though you will pay nothing unless you recover, some states' laws require that we disclose to you our regular hourly rates. The hourly rates for the attorneys and other billing professional staff who may work on your case range from \$100 for junior paralegal staff to \$950 per hour for senior partners. The attorneys reserve the right to update these rates on 60-days written notice to you.

The attorneys will divide any fee recovered between them, with 10% going to Troxel Law LLP and the rest to Keller Lenkner LLC.

3. Direction to Settle at Full Value

The attorneys will work to get you the maximum amount allowed under the law. By signing this Agreement, you instruct the attorneys to, without further direction or authorization from you, accept a "full-value" settlement offer. A full-value settlement offer is any settlement offer made to you by the Company that:

- pays to you an amount equal to or more than the amount of any overpayments you made to paid to the Company in the past 36 months. Based on the information you provided, this amount is \$
- requires you to release only those claims against the Company related to its billing practices; and
- requires you to keep the terms of the settlement confidential, meaning that you will not disclose them except to your immediate family, lawyers, and tax or financial professionals.

You may revoke or change this instruction by sending an email with your new instructions to centurylinkclaims@klclientservices.com. If you do not revoke or change this instruction and we accept, on your behalf, a qualifying settlement, then we will execute the necessary paperwork on your behalf and direct payment to the address we have on file for you.

4. Client's Duties

a. Contact Information – You agree to inform the attorneys by email to centurylinkclaims@klclientservices.com if you change your address, phone number, or email address. You agree to do so within two weeks of the change.

b. Participation in Discovery – You may be required to locate and produce documents, answer written questions, or appear at a time and place to answer questions under oath. You agree to make yourself available to do these things on reasonable notice.

c. Participation in Hearing or Trial – You agree to make yourself available to participate in a hearing or trial on your claims on reasonable notice.

d. Document Preservation – You must not destroy, delete, or discard documents and other information sources in your possession that are relevant to your potential claims. This includes physical, paper documents and electronic documents like email or social media posts, whether on a computer, phone, or other device.

You agree and acknowledge that your failure to fulfill any of these duties is grounds for the attorneys to stop representing you.

5. Third-Party Liens

Certain third parties may have, or may assert in the future, liens on any recovery you might obtain. You recognize and understand that any liens must be resolved before we can distribute to you your portion of any recovery. You acknowledge that we may engage a company that specializes in resolving these types of liens, and that any fee paid to such company will be treated as an expense under this Agreement. Lien resolution could reduce or eliminate your recovery. If any liens on the proceeds of this matter are asserted, you authorize us to hold in trust any funds we reasonably believe are or may be subject to any liens, until such liens are resolved and released.

6. Attorneys' Right to Withdraw

You acknowledge that the attorneys have the right to stop representing you at any time if, in their professional judgment and consistent with their ethical responsibilities, they come to believe that your potential claims are unlikely to result in a recovery for any reason, including, but not limited to, the Company's inability to pay.

7. Client's Right to Terminate Attorneys

You may terminate attorneys at any time by written notice by email to centurylinkclaims@klclientservices.com. If you do, you agree that the attorneys are entitled to a reasonable fee and reimbursement of costs for the work performed prior to termination.

8. Potential Conflicts

The attorneys intend to represent many clients with claims like yours. At this time, your interests and the interests of other clients align. We know of no conflicts of interest that would have an adverse impact on our representation of you. It is, however, possible that conflicts may arise in the future, including:

We discover that there is a limited pool of assets from which recovery is reasonably likely (for example, an insurance policy), and those assets are insufficient to pay all of our clients the full value of their claims.

A defendant offers an aggregate or "lump sum" settlement to all of our clients that does not specify the amount each client will receive.

A defendant offers to settle, but only if a certain percentage, or even all, of our clients accept the proposed settlement.

We may also be required by the applicable rules of professional conduct to share material information about your claims and negotiating position with our other clients with similar claims. While we will try to avoid these issues if it is practical to do so, they might occur. If any conflict of interest affecting you does arise, we will inform you promptly and work with you on how best to proceed in accordance with the applicable rules of professional conduct.

9. No Guarantee

You acknowledge that the attorneys have not and will not provide any guarantee about the outcome of your claims.

10. Association of Counsel

You acknowledge that the attorneys may associate with other counsel to assist with your potential claims and you authorize us to do so on written notice to you. We will pay for associated counsel without passing the expense on to you.

11. Entire Agreement and Choice of Law

This Agreement contains the entire agreement of the parties. It cannot be modified or canceled except in writing signed by all parties. This Agreement will be construed in accordance with the laws of Illinois notwithstanding choice of law rules.

12. Arbitration

In the event of any dispute, controversy, or claim between us (or our respective heirs, successors, assigns, or affiliates) arising out of, relating to, or in connection with your engagement of us (any of the foregoing, a "dispute"), you and we waive the right to seek remedies in court, including the right to a jury trial, and agree to submit said dispute exclusively to binding individual arbitration conducted by a single arbitrator subject to the rules of the American Arbitration Association ("AAA"). The arbitrator shall not have the authority to decide any claims as a class, collective, or representative action. The seat of the arbitration will be in Chicago, Illinois unless AAA determines that this location will impose undue hardship, in which case the location will be set by AAA. The parties will share the expense of arbitration equally, except that if you represent that this would impose an undue hardship, you will initially be responsible only for a filing fee equal to the amount that would be necessary to file your claim in court. In that event, the attorneys will advance the remaining fees and expenses on your behalf and the arbitrator will determine any additional amount you can pay without sustaining undue hardship. Threshold issues of arbitrability shall be decided by the arbitrator, including the scope of this agreement and whether a controversy or claim arises out of or relates to your engagement of us.

You are not required to agree to the above paragraph for us to represent you. If you do not want the above paragraph to apply, simply let us know within 90 days of signing this agreement by sending an email to centurylinkclaims@klclientservices.com indicating that you do not want the arbitration provision of this agreement to apply. The above paragraph does not apply if it is prohibited by the applicable attorney ethics rules.

13. Power of Attorney

Consistent with the attorney ethics rules and other requirements for powers of attorney, you grant us the power of attorney to execute all documents connected with your claims.

14. No Tax or Benefit Advice

You acknowledge and agree that the attorneys cannot and will not provide legal advice regarding the tax and government benefit implications of you receiving any settlement or sum of money.

15. Express Written Consent to Send Text Messages and Make Automated Calls

You provide us and our designees and agents your express permission and authorization to send text messages to the number or numbers you provide to us or our agents during the intake process and thereafter. You represent that you are the subscriber of those numbers and have the authority to give such consent. By executing this agreement, you authorize us to deliver or cause to be delivered to you telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice.

You are not required to provide us this authorization for us to represent you. If you do not wish to receive text messages, please let us know within 90 days of signing this agreement by sending an email to centurylinkclaims@klclientservices.com indicating that you do not wish to receive text messages.

16. Other Law Firms

You represent to us that you have not signed an agreement with another law firm to pursue any claims against the Company for you and that you do not recall signing such an agreement. To the extent you did and you do not remember, by signing this agreement, you are exercising your right to terminate any prior agreement with any other law firm in connection with your claims against the Company. You authorize the attorneys to communicate with any other firm about all issues related to any claims you have against the Company, and you agree that by signing this agreement, you are instructing any other firm to discuss your Company claims only with us and not you.

17. Authority to Sign

You represent that you have read and understood this agreement and have authority to sign it.

** * * *

We look forward to working to get you fair compensation.

Date:

By:

Declaration in Support of Application for Waiver of Fees – California Consumers

In consumer arbitrations in California, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees.

NAME OF CONSUMER: _____

ADDRESS: _____

GROSS MONTHLY INCOME: _____

NUMBER OF PERSONS IN HOUSEHOLD: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on _____, at _____, California.

Signature of Consumer